

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

In re: MONICA BORJA , aka	:	Chapter 13
Monica Rubio, aka	:	Case No. 16-15612-ref
Monica Rubio-Borja,	:	
Debtor.	:	

PARAMOUNT RESIDENTIAL MORTGAGE GROUP, INC.,	:	
	:	
Movant	:	Motion for
v.	:	Relief from Stay
MONICA BORJA , and	:	
FREDERICK L. REIGLE , Trustee,	:	
Respondents	:	

**ANSWER TO MOTION OF
JPMORGAN CHASE BANK FOR RELIEF FROM STAY**

AND NOW COMES Debtor **MONICA BORJA**, by and through his attorneys, **NEWMAN, WILLIAMS, MISHKIN, CORVELEYN, WOLFE & FARERI, P.C.**, and in Answer to the Motion of **PARAMOUNT RESIDENTIAL MORTGAGE** for Relief from Stay avers:

1. Admitted.
2. Admitted.
3. Denied to the extent the averments of paragraph 3 are a statement or conclusion of law or request for relief that does not require a response. Denied to the extent the mortgage of record and related assignments do not speak for themselves.
4. Denied. Upon information and belief, the Trustee was appointed by the Office of U.S. Trustee.
5. Admitted.
6. Denied. Debtor made a payment of \$1,368.21 on October 18, 2016 via ACH withdrawal, and a payment of \$2,500 to Movant via cashier's check on December 22, 2016. Further, the mortgage payment alleged is incorrect, as includes an inappropriate force-placed insurance premium in the annual amount of \$2,263. Debtor obtained insurance from Farmers' with

an annual premium of \$912, and provided proof thereof to Movant in August of 2016, shortly before filing. Debtor has repeated contacted Movant for an appropriate payment amount. Debtor has been advised that Movant is in receipt of the proof of insurance, and that Movant would provide a new, substantially reduced mortgage payment. Additionally, Debtor will be able to make a payment to Movant of \$5,000 upon resolution of the instant Motion and correction of mortgage payment.

7. Denied. See response to paragraph 6 above.

8. Denied to the extent the averments of paragraph 8 are a statement or conclusion of law or request for relief that does not require a response. Under the circumstances, no fees and costs are warranted.

9. Denied. See response to paragraph 6 above.

10. Denied to the extent the averments of paragraph 10 are a statement or conclusion of law or request for relief that does not require a response.

11. Denied to the extent the averments of paragraph 10 are a statement or conclusion of law or request for relief that does not require a response.

WHEREFORE, Debtor **MONICA BORJA** respectfully prays this Honorable Court for an Order than the Motion of **PARAMOUNT RESIDENTIAL MORTGAGE** for Relief from Stay be Denied, and for such other and further relief as the Honorable Court deems just and appropriate.

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CORVELEYN, WOLFE & FARERI, P.C.

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